

9/18/02

09-25-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RE



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

SASSY, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Illinois**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **7/25/02**; Effective Date: **7/26/02**

2. Name and address of receiving party(ies)

Name: **RBSACQ, INC.**

Internal

Address: _____

Street Address: **111 Bauer Drive**City: **Oakland** State: **NJ** Zip: **07436**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State **Delaware**
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**2183971; 1308815; 1276177; 1877712; 1906436;
 2159097; 1556869; 1556870; 1116407; 1375694**
Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Chester Rothstein, Esq.**Internal Address: **Amster, Rothstein & Ebenstein**Street Address: **90 Park Avenue**City: **New York** State: **NY** Zip: **10016**

6. Total number of applications and registrations involved: _____

107. Total fee (37 CFR 3.41).....\$ **265.00**

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

01-1785 (for additional fees, if any)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Chester Rothstein

Name of Person Signing

Signature

09/18/2002 [9450/17]

Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

09/24/2002 6TOW11 00000217 2183971

01 FC:481
02 FC:48240.00 OP
225.00 OP
TRADEMARK
REEL: 002587 FRAME: 0774

**TRADEMARK ASSIGNMENT
(UNITED STATES OF AMERICA)**

THIS ASSIGNMENT is effective this 26th day of July, 2002 ("Effective Date"), from **SASSY, INC.**, an Illinois corporation located at 2101 Waukegan Rd., Suite 203, Bannockburn, IL 60015 ("Assignor"), to **RBSACQ, INC.**, a Delaware corporation located at 111 Bauer Drive, Oakland, NJ 07436 ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the Effective Date (the "APA"); and

WHEREAS, Assignor is the owner of certain intellectual property assets; and

WHEREAS, pursuant to Section 2.1 of the APA, Assignor sells, conveys, assigns, transfers, and delivers to Assignee, *inter alia*, all intangible rights and property of Assignor, anywhere in the world, including but not limited to the Intellectual Property Assets (as defined in the APA); and

WHEREAS, Assignor is the owner of all right, title and interest in and to certain intellectual property relating to Marks (as defined in the APA), including, but not limited to the Marks (as defined in the APA) listed on Schedule A attached hereto (hereinafter, the "USA Trademarks"); and

WHEREAS Assignee wishes to acquire from Assignor the entirety of Assignee's right, title and interest in and to the USA Trademarks.

NOW, THEREFORE, for good and valuable consideration (including that recited in the APA), the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns forever, free and clear of all liens and encumbrances, Assignor's entire right, title and interest in the USA Trademarks, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby, all income, royalties, damages and payments now or hereafter due or payable in respect to the USA Trademarks, and all causes of action (either in law or in equity) and the right to sue, counterclaim

and recover for past, present and future infringement and/or dilution of the USA Trademarks and the rights thereto.

Assignee authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said Assignee, its successors and assigns, in accordance with the terms of this assignment.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such USA Trademarks, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor also shall, without further consideration, comply with all reasonable requests by Assignee, at no expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable title to the USA Trademarks in the Assignee.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first written above.

SASSY, INC.

By 

Name: FRITZ J. WIRSCH

Title: PRESIDENT

AGREED TO BY:

RBSACQ, INC.

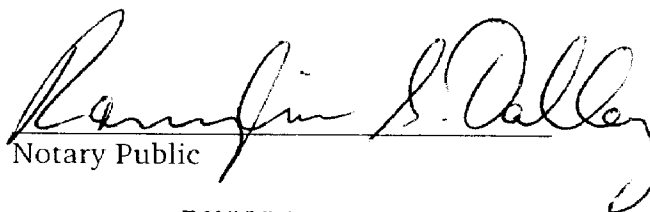
By 

Name: Thomas Bowles

Title: President

STATE OF New York)
) ss.:
COUNTY OF New York)

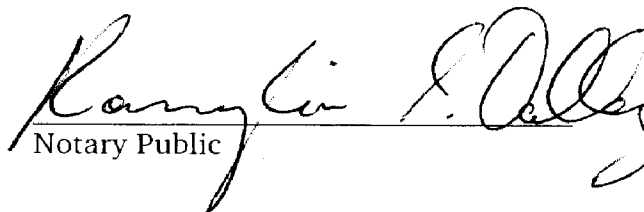
On this 25th day of July, 2002, before me personally appeared Fritz Hirsch
, to me known, who, being by me duly sworn, did depose and say that he/she resides at
933 Kenton Road, Deerfield, Illinois, and
that he/she is the President of SASSY, INC., a company organized under the
laws of the United States of America, described in and who executed the foregoing instrument with
full authority, and that he/she signed his/her name thereto pursuant to such authority.


Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

RANNYLIN S. DALLEY
NOTARY PUBLIC, State of New York
No. 01DA6036877
Qualified in New York County
Commission Expires Jan. 10, 2002

On this 25th day of July, 2002, before me personally appeared Thomas Bowles
, to me known, who, being by me duly sworn, did depose and say that he/she resides at
22 Westwood Drive, Carmel, New York, and that
he/she is the President of RBSACQ, INC., a company organized under the laws
of the United States of America, described in and who executed the foregoing instrument with full
authority, and that he/she signed his/her name thereto pursuant to such authority.


Notary Public

RANNYLIN S. DALLEY
NOTARY PUBLIC, State of New York
No. 01DA6036877
Qualified in New York County
Commission Expires Jan. 10, 2002

Schedule A to Trademark Assignment (United States of America)

<u>Mark</u>	<u>Class</u>	<u>Registration or</u>		<u>Status</u>
		<u>Application</u>	<u>No.</u>	
CIRCUS	28	2183971	08/25/1998	Registered
INFA	10	1308815	12/11/1984	Registered
INFA-CAROUSEL	20	1276177	05/01/1984	Registered
INFA TRAINER	21	1877712	01/26/1982	Registered
LET’S POTTY	11	1906436	07/18/1995	Registered
POGO	28	2159097	05/19/1998	Registered
SASSY	20	1556869	9/19/1989	Registered
SASSY SEAT	20	1556870	9/19/1989	Registered
SASSY SEAT and DESIGN	20	1116407	04/10/1979	Registered
THE BEST FED BABY	10	1375694	12/17/1985	Registered